

PURCHASE ORDER TERMS AND CONDITIONS
(NOTE: Date of clause is that in effect on date of purchase order)

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE AND ARE SELF-DELETING IF NOT APPLICABLE:

- 3.1.7-2 Organizational Conflicts of Interest
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 3.2.2.8-1 Material Requirement
- 3.2.2.8-3 Delivery of Excess Quantities
- 3.2.5-1 Officials Not to Benefit
- 3.2.5-3 Gratuities or Gifts
- 3.2.5-4 Contingent Fees
- 3.2.5-5 Anti-Kickback Procedures
- 3.2.5-8 Whistleblower Protection for Contract Employees
- 3.3.1-1 Payments
- 3.3.1-6 Discounts for Prompt Payment
- 3.3.1-9 Interest
- 3.3.1-17 Prompt Payment
- 3.3.1-33 Central Contractor Registration
- 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration
- 3.4.2-6 Taxes—Contracts Performed in US Possessions or Puerto Rico
- 3.4.2-7 Federal, State, and Local Taxes—Fixed Price Noncompetitive Contract
- 3.4.2-8 Federal, State, and Local Taxes Fixed Price Contract
- 3.6.2-2 Convict Labor
- 3.6.2-9 Equal Opportunity
- 3.6.3-16 Drug Free Workplace
- 3.6.4-1 Wavier of Buy American Act for Civil Aircraft and Related Articles
- 3.6.4-2 Buy American Act—Supplies
- 3.6.4-10 Restrictions on Certain Foreign Purchases
- 3.7-1 Privacy Act Notification
- 3.7-2 Privacy Act
- 3.9.1-1 Contract Disputes
- 3.9.1-2 Protest After Award
- 3.9.1-3 Protest (this is for SIRs only)
- 3.10.1-7 Bankruptcy
- 3.10.1-11 Government Delay of Work
- 3.10.1-12 Changes—Fixed Price
Changes—Fixed Price Alt I
Changes—Fixed price Alt II
- 3.10.1-25 Novation and Change-Of-Name Agreements
- 3.10.4-1 Contractor Inspection Requirements
- 3.10.4-2 Inspection of Supplies—Fixed Price
- 3.10.4-4 Inspection of Services—both Fixed Price & Cost Reimbursement
- 3.10.4-16 Responsibility for Supplies
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price)
- 3.10.6-4 Default (Fixed Price Supply and Service)
- 3.13-5 Seat Belt Use by Contractor Employees

THE FOLLOWING CLAUSES AND/OR PROVISIONS ARE APPLICABLE ONLY WHEN REFERENCED BY NUMBER ON THE PURCHASE ORDER

- 1. 3.10.9-1 First Article Approval—Contractor Testing (Number of units to be delivered, delivery time, and delivery address are specified in Schedule)
- 2. 3.10.9-2 First Article Approval—Government Testing (Number of units to be delivered, delivery time, and delivery address are specified in Schedule)
- 3. 3.2.2.8-2 Variation in Quantity (Permissible variation is stated in the Schedule)
- 4. 3.2.5-7 Disclosure regarding Payments to Influence Certain Federal Transactions (This applies if over \$100K)
- 5. 3.6.2-1 Contract Work Hours and Safety Standards Act—Overtime Compensation (Not if commercial or under \$100K)
- 6. 3.6.2-4 Walsh-Healey Public Contracts Act
- 7. 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans

- 8. 3.6.2-13 Affirmative Action for Workers with Disabilities
- 9. 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era
- 10. 3.3.1-8 Extras
- 11. 3.6.2-28 Service Contract Act of 1965, as Amended
- 12. 3.6.2-29 Statement of Equivalent Rates for Federal Hires (Employee Class & Monetary Wage-Fringe Benefits Specified in Schedule)
- 13. 3.6.2-31 Fair Labor Standards Act and Service Contract Act—Price Adjustment
- 14. 3.6.2-33 Exemption from Application of Service Contract Act Provisions
- 15. Reserved
- 16. 3.6.3-3 Hazardous Material Identification and Material Safety Data
- 17. 3.6.3-4 Recovered Material Certification
- 18. 3.8.2-9 Site Visit
- 19. 3.8.2-10 Protection of Government Buildings, Equipment and Vegetation
- 20-30. Reserved
- 31. 3.3.1-24 Fast Payment Procedures
- 32. **ADVANCE PAYMENTS:** The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the items specified in the Schedule, and (b) either that orders have been placed in effect for the addresses required, or that the orders will be placed in effect upon receipt of payment.
- 33. **NOTICE TO SUPPLIER:** This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.
- 34-36 **RESERVED**
- 37. 3.11-34 F.O.B. Destination
- 38. **RESERVED**
- 39. **TRANSPORTATION COST – GOVERNMENT:** Prepay shipping charges and bill as a separate item on invoice. If shipping charges exceed \$100, a prepaid freight receipt must accompany the invoice. The Commercial bill of lading must be marked 'THESE TRANSPORTATION CHARGES ARE TO BE PAID AS A SEPARATE AND DIRECT ITEM BY THE U.S. GOVERNMENT. THEREFORE, ANY SPECIAL U.S. GOVERNMENT TRANSPORTATION RATES MUST BE APPLIED.
- 40-41. **RESERVED**
- 42. **CUSTOMS DUTIES AND CLEARANCE:** All import shipments will be shipped in bond to Oklahoma City, Oklahoma. Clearance will be made of customs duties paid by the Government. For F.O.B. Destination shipments, these costs will be deducted from the contractor's invoice or billed to the contractor. This in no way relieves the contractor of responsibility for transportation charges or damage in shipment on F.O.B. Destination orders.
- 43. **NO SUBSTITUTE OR CHANGE:** No substitution or changes shall be made without prior approval of the Contracting Officer.
- 44. **RESERVED.**
- 45. **PACKING SLIP—Form 4650-12:** these are warranty repair items and are being shipped under separate cover with FAA Form 4650-12 as packing slip.
- 46-48. **RESERVED.**
- 49. **OVERHAUL OF AIRCRAFT APPLIANCES AND COMPONENTS:** AC Form 4450-26 is attached and made a part hereof.
- 50-51. **RESERVED.**
- 52. **ACQUISITION OF AIRCRAFT APPLIANCES AND COMPONENTS:** AC Form 4450-29 is attached and made a part hereof.
- 53-60. **RESERVED.**

61. **PRESERVATION/PACKAGING, PACKING, AND MARKING:**

a. All items unless otherwise specified shall be individually packaged to American Society for Testing and Materials (ASTM) D 3951 (packaging). "Standard Practices for Commercial Packaging are encouraged (unless it is shown that commercial packaging practices cannot provide adequate protection and preservation). MIL-STD-2073-1 is applied only when commercial packaging cannot meet known distribution and environmental requirements. Details and decision logic for the use of this standard are described in 1.1, 1.2, figure 1, and 6.10.

b. Electrostatic or electromagnetic sensitive items shall be initially wrapped in Electrostatic Sensitive Discharge (ESD) shielding material conforming to MIL-STD-2073-1, Code GX, Preserve by Method 41.

c. ESD intermediate and exterior containers shall be marked with the yellow and black ESD label IAW MIL-STD-129, "Marking for Shipment and Storage."

d. Common hardware items shall be packaged in multiple unit pack quantities compatible with the unit of issue (UI) or Quantity per Unit Pack (QUP). **BULK QUANTITIES ARE NOT ACCEPTABLE.**

e. Assemblies, modules and equipment shall be marked with a serial number to serve as a unique identifier.

f. Labels should include:

NATIONAL STOCK NUMBER

MANUFACTURER'S NAME

NOUN

PART NUMBER

QUANTITY AND UNIT OF ISSUE

LEVEL OF PROTECTION AND DATE PACKED

PO NUMBER/CONTRACT NUMBER

SERIAL NUMBER (if applicable)

g. Items received noncompliant with preservation and packaging (especially ESD protection) are subject to be returned at no cost to the Government. In the event of an urgent need, the FAA may exercise the following action: The noncompliant packaged items will be retained and repackaged to specification at the FAA location. The FAA shall deduct packaging charges from the Purchase Order (PO). Noncompliant ESD packages WILL be returned.

h. The following paragraph concerns only FAA items that are shipped to a contractor for repair:

The FAA will endeavor to ship all items in reusable containers. All items shall be returned to the FAA in the same or equal containers (see a. above). In those instances where material is shipped in specialized containers (e.g., plastic/fiberglass shipping cases, metal crates, etc.), that material will be returned in the original container.

FAA CONTACT FOR QUESTIONS REGARDING PACKAGING:

Ronnie DeLoach (405) 954-5432, or
Wallace Hampton (405) 954-1615, AML-1010

Copies of the ASTMs can be attained from:

ASTM

100 Barr Harbor Dr.

West Conshohocken, PA 19428

(610) 832-9500

Copies of Mil STD 129 can be attained from:

DODSSP

Customer Service

Standardization Documents Order Desk

700 Robbins Avenue Building 4D

Philadelphia, PA 19111-5094

U.S DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
MIKE MONRONEY AERONAUTICAL CENTER OFFICE OF ACQUISITION, AMQ
OKLAHOMA CITY, OKLAHOMA 73125

REPAIR/OVERHAUL OF AIRCRAFT APPLIANCES & COMPONENTS

THE FOLLOWING SPECIAL CONDITIONS ARE MADE A PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED.

1. APPLICABILITY:

This clause is used for acquisition of aeronautical replacement parts (excluding electrical and electronic items) under small purchase procedures.

2. DEFINITIONS:

a. FAA-Approved Aeronautical Part. Aircraft parts, components, and materials manufactured under and FAA-approved Type Certificate (TC), Production Certificate (PC), Parts Manufacturer Approval (PMA) or Technical Standard Order Authorization (TSOA).

b. Standard Hardware. A part or material manufactured in compliance with, and conforming to, specifications developed by consensus standards organizations or Military/Federal agencies, which include design, manufacturing test and acceptance criteria, and uniform identification requirements. The specification must be published in such a manner that any person may qualify to manufacture the part and be listed in a publication which is readily available to the aviation industry. Examples include, but are not limited to, MS, NAS, AN, SAE, QQC. Standard Hardware does not include proprietary standards.

c. Repaired/Overhauled. A used part or component that has undergone maintenance to return it to a serviceable condition.

d. Rebuilt. A product, part or component which has been disassembled, cleaned, inspected, repaired as necessary, reassembled and tested to the same tolerances and limits as a new item, using either new or used parts that either conform to new part tolerances and limits or to approved oversized or undersized dimensions.

3. EVIDENCE OF APPROVAL FOR RETURN TO SERVICE:

a. Completion and Return of FAA and Contractor Forms.

(1) All forms shall be completed and signed (initials are unacceptable) by a person having authority pursuant to the Federal Aviation Regulations to return the units to service. The individual's or company's certificate number shall be included as a part of each completed form.

(2) FAA Form 337, or the Contractor's work order, and a maintenance release, if normally issued, shall be packaged and returned as part of the shipment of the serviceable item. The contractor's work order or maintenance release shall contain the maintenance release statement as required in FAR Part 43, Appendix B.

b. Repaired/Overhauled Units. For all units overhauled, the Contractor shall provide a copy (suitable for microfilming) of its own work order including as a minimum, the following information:

(1) Part Number, Serial Number, and nomenclature of the unit.

(2) FAA Purchase Order number.

(3) A description of the work performed.

(4) Part Number and nomenclature of all parts replaced for each unit, identified by Serial Number.

(5) A reference to technical data used as instructions and procedures for the work performed.

(6) TSO/TSN

c. Major Repair or Alteration. Units undergoing major repair or major alteration as defined by Federal Aviation Regulations in accordance with a procedure, manual, or specification not previously found acceptable or approved by the FAA must be accompanied by a completed FAA Form 337 with field approval annotation in Block 3, or a FAA Form 337 with an appropriate engineering approval, FAA Form 8110-3, attached.

AC Form 4450-26 (09/95)

4. FAILURE ANALYSIS (TEARDOWN) REPORT:

The Contractor shall furnish a teardown inspection report for each unit repaired/overhauled, containing the following:

AC Form 4450-26 (9/95) Supersedes Previous Edition
(Clause 49)

a. Description of wear or condition of each part.

b. Physical dimensions where applicable.

c. Any other pertinent information the contractor may provide during teardown.

NOTE: This data may be included as a part of the work order.

In the event a unit is found not to be defective, that indication would be the only entry except unit identification and signature on the FAA Form 337.

5. REPAIR FEASIBILITY:

Should the Contractor determine it is not feasible or economical to provide repair/overhaul as requested, it shall:

a. Complete and return a summary of the Contractor's teardown inspection analysis with each unrepaired unit.

b. Provide the Contracting Officer with cost and condition details for each unrepaired unit.

c. Await the Contracting Officer's instructions for disposition of the unit.

6. AIRWORTHINESS DIRECTIVES:

Units shall be in compliance with all airworthiness directives which are in effect prior to executing the approval to return to service. Price for such compliance shall be included in the flat rate labor price.

7. CURE DATE:

When performing work under this contract, the Contractor shall replace deteriorative materials as necessary with factory fresh items. Replacement shall be made using new, factory fresh materials. Natural or synthetic rubber materials used shall not exceed 18 months age from cure date.

8. PRESERVATION, PACKAGING AND PACKING:

Preservation, packaging and packing shall be in accordance with the following requirements except when specified by Clause 61 or AC Form 4770-14:

a. Plugs and Receptacles. Plugs and receptacles on each unit shall be plugged or capped with oil and moisture resistant material to protect bosses and threads from damage, and to prevent entrance of air or foreign matter. Opening protectors or caps conforming to the requirements of MIL-C-5501 or a commercial equivalent may be used. All fuel and hydraulic components containing internal shelf life seals shall be flushed with appropriate preservative. All openings shall then be plugged or sealed to prevent entrance of dirt and moisture.

b. Forms and Paperwork.

(1) Packing Lists.

Packing Lists shall be placed in a plastic envelope and secured to the outside of the item container. Envelopes conforming to the requirements of A-A-1658 or a commercial equivalent may be used. Each packing list shall reflect the purchase order, and each line item shall be identified as follows:

(a) National Stock Number (NSN),
when shown on the Purchase Order.
(b) Nomenclature (noun).

- (c) Manufacturer's Part Number.
- (d) Quantity/Unit of Issue.
- (e) Manufacturer's Name.

(2) Other.

Certification documents, tags, and work orders shall be placed in a plastic envelope and attached to the respective unit inside the container.

c. Packaging. Unless otherwise specified, all materials shall be packaged 1 EA in accordance with ASTM-D-3951, "Standard Practices for Commercial Packaging."

d. Static Sensitive Devices. All items subject to static discharge shall be individually packaged with static-free materials conforming to MIL-B-81705. SENSITIVE ELECTRONIC DEVICE caution labels shall be affixed in accordance with MIL-STD-129.

e. Reusable Containers. The FAA will ship repairable items to the Contractor in reusable containers. All items shall be returned to the FAA in the same (or equal) containers. The Contractor shall inform the Contracting Officer if the container(s) received are not acceptable for reuse. The Contractor shall state the cost of replacement of a reusable container of comparable quality. The FAA will have the option of furnishing a replacement or buy the same from the contractor.

9. MARKING:

a. The outside of each individual unit or unit package shall be marked to reflect the following:

- (1) National Stock Number (NSN), when shown on the Purchase Order.
- (2) Nomenclature (noun).
- (3) Manufacturer's Part Number.
- (4) Cure Date or assembly date as applicable.
- (5) Purchase Order Number.

b. Applicable storage/handling instructions must be in place in accordance with MIL-STD-129.

c. Shipping containers shall be plainly marked with all of the information shown in the "Consignee and Destination" Block on the Purchase Order.

10. INSPECTION AND ACCEPTANCE:

a. Receipt inspection and acceptance will normally be at destination; however, the Government reserves the right to make in-plant inspections and acceptance.

b. Quality control acceptance inspections shall be performed in accordance with applicable portion of FAA TI4100.24 requirements.

11. PRICE WARRANTY:

The Contractor represents that the prices applicable to this quotation are as low or lower than those charged to any other commercial user or Government Agency for comparable quantities of the same and/or similar items under the same or similar circumstances.

12. MANDATORY PROVISIONS:

Quoted prices shall be based on any procurement document containing all provisions required by statute and the Federal Acquisition Regulations.

13. PARTS AND MATERIALS:

All parts and materials required for overhaul, repair, airworthiness directives, and/or modification of items under this contract shall be furnished by the Contractor and the cost thereof to the Government shall be in accordance with paragraph a. below:

a. Purchased Parts and Materials: The Contractor shall be paid for purchased parts at "cost." "Cost" is defined as the net cost (cost after deducting cash discounts, rebates, commissions, and any other allowances and credits available) to the Contractor, regardless of date purchased, plus properly identified and supported freight or transportation charges, if any, paid by the Contractor. Other costs, such as material handling expense are to be included as a part of overhead in the unit labor rate, and are not otherwise allowable under the contract. Such items as emery cloth, solvent, cleansing materials, screws, bolts, safety wire, etc., and other materials of a like nature which are needed and used in the routine of cleaning, overhauling, repairing, and testing of

equipment set forth herein shall be furnished by the Contractor and the cost thereof absorbed in the flat rate labor price. This category of Contractor-furnished parts and materials shall be construed as including those which do not become a part of the end product.

b. After teardown and inspection, if the cost required for parts exceeds the amount established on the purchase order, the contractor shall submit a list of all parts required for each unit by part number, nomenclature, price, and total cost necessary on each unit by serial number, to the issuing office referenced on the purchase order. The Contractor shall not proceed with the overhaul and repair until disposition instructions are received.

14. SURPLUS PARTS:

The FAA desires that all replacement parts required in the performance of the contract be new, unused, and of current production. If, during the period of contract, the Contractor proposes to furnish surplus property or residual inventory resulting from terminated contracts, a complete description of the components, and/or items, quantity to be used, date, and Government Agency or other source of acquisition shall be stated in the offer. The replacement part must be traceable through aircraft historical records, back to the original manufacturer or the facility which last overhauled the part, and this evidence must be furnished with each part. The Contractor must obtain written approval of the Contracting officer prior to the use of surplus parts.

15. PAYMENTS (INVOICE CERTIFICATION):

The Contractor shall be paid upon submission of a properly prepared invoice (in triplicate) to the "Paying Office" shown in Block 21 of the purchase order. Invoices shall contain the following information: Purchase order number; item number; a noun description of supplies or services; quantities, unit prices and extended totals. Parts costs shall be referenced to appropriate unit serial numbers. Part costs breakdowns shall indicate noun, part number, unit cost, quantity, and total cost. All copies of invoices submitted involving Contractor-furnished parts at cost shall bear the following certification signed by the Contractor or an authorized officer of the Contractor:

"I CERTIFY THAT ALL PARTS FURNISHED HEREUNDER ARE BILLED AT CONTRACTOR'S COST AS DEFINED IN THE CONTRACT AND PAYMENT THEREOF HAS NOT BEEN RECEIVED."

16. EXAMINATION OF RECORDS:

The Contractor agrees that any duly authorized Government representative shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, invoices, papers, and records involving transactions related to this contract.

The Contractor further agrees to include in any subcontract performed in connection with this contract an extension of the Government's rights of access and examination as detailed in the above paragraph.

17. WARRANTY:

a. The Contractor hereby warrants that: (1) The work performed under this contract shall be free from defects in material and/or workmanship for 100 hours of flying time after installation or 12 months from date of acceptance, whichever occurs first, and will conform with the specifications and all other requirements of this contract; and (2) The preservation, packaging, packing, and marking of such units will conform with the requirements of this contract.

b. In the event units received do not conform to this warranty, the Contractor agrees that the Government shall have the right to: (1) Reject and return the units to the Contractor for correction or replacement at the Contractor's expense; or (2) Require an equitable adjustment in the contract price.

c. QUOTES OFFERING A WARRANTY WHICH IS LESS THAN THAT SPECIFIED ABOVE WILL BE CONSIDERED NONRESPONSIVE.

18. COPIES OF FEDERAL SPECIFICATIONS:

All Regulatory references listed herein may be purchased from the Superintendent of Documents, Government Printing Office, Washington, D.C. 20402.

19. CONTRACTOR QUALIFICATION:

(a) In order to be considered qualified to furnish the required services, each offeror shall meet the applicable requirements of the Federal Aviation Regulations for return to service of the items serviced. This includes a quality control system which conforms to Federal Aviation Regulations Part 145, Subpart B, Sections 145.45 and 145.59. In addition, each offeror (and each intended subcontractor) shall be properly certificated in one of the following categories:

(1) Hold a valid FAA Repair Station Certificate issued under Part 145 of the Federal Aviation Regulations, with appropriate ratings for the work to be performed; or

(2) Hold an operating certificate issued under Part 121 of the Federal Aviation Regulations; or

(3) Be the manufacturer of the items to be serviced and capable of attaching to each item a maintenance record prepared in accordance with Part 43 of the Federal Aviation Regulations.

(b) Each offeror must meet the criteria specified in TI4100.24 Chap.III.17.

(c) Failure of the offeror to meet the requirements of this provision by the time designated for receipt of offers will result in the offeror not being further considered for award.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
MIKE MONRONEY AERONAUTICAL CENTER, OFFICE OF ACQUISITION, AMQ
OKLAHOMA CITY, OKLAHOMA 73125

ACQUISITION OF AIRCRAFT APPLIANCES & COMPONENTS

THE FOLLOWING SPECIAL CONDITIONS ARE MADE A PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED.

1. APPLICABILITY:

This clause is used for acquisition of aeronautical replacement parts (excluding electrical and electronic items) under small purchase procedures.

2. DEFINITIONS:

a. FAA-Approved Aeronautical Part. Aircraft parts, components, and materials manufactured under and FAA-approved Type Certificate (TC), Production Certificate (PC), Parts Manufacturer Approval (PMA) or Technical Standard Order Authorization (TSOA).

b. Standard Hardware. A part or material manufactured in compliance with, and conforming to, specifications developed by consensus standards organizations or Military/Federal agencies, which include design, manufacturing test and acceptance criteria, and uniform identification requirements. The specification must be published in such a manner that any person may qualify to manufacture the part and be listed in a publication which is readily available to the aviation industry. Examples include, but are not limited to, MS, NAS, AN, SAE, QQC. Standard Hardware does not include proprietary standards.

c. Repaired/Overhauled. A used part or component that has undergone maintenance to return it to a serviceable condition.

d. Rebuilt. A product, part or component which has been disassembled, cleaned, inspected, repaired as necessary, reassembled and tested to the same tolerances and limits as a new item, using either new or used parts that either conform to new part tolerances and limits or to approved oversized or undersized dimensions.

3. EVIDENCE/IDENTIFICATION OF APPROVED AERONAUTICAL PARTS:

Approved Aeronautical parts should be identified by one of the following methods

a. Airworthiness Approval Tag (FAA Form 8130-3). The approval Tag identifies a part or group of parts that have been approved for export by authorized FAA representatives as required under FAR Part 21, Subpart L.

b. FAA Technical Standards Order (TSO) Marking and Privileges. The TSO authorization is issued under FAR Part 21, Subpart O. A TSO article should be permanently and legibly marked with the name, type, part number, or model designation of the article; the serial number or date of manufacture of the article or both; and the applicable TSO number.

c. FAA Parts Manufacturer Approval FAA-PMA Symbol. An FAA-PMA (parts manufacturing authority) is issued under FAR Part 21, Section 21.303. Each PMA part should be marked in accordance with FAR Part 45, Section 45.15: Letters "FAA PMA"; the name, trademark, or symbol of the holder of the PMA; part number, and name and model designation of each certificated product on which the part is eligible for installation. Parts too small in size or otherwise impractical to be marked may as an alternative be marked showing the above information on an attached tag or labeled container. If the marking on the tag is too extensive to be practical, the tag attached to a part or container may refer to a readily available manual or catalog for part eligibility information.

Under a licensing agreement, when the applicant has been given the right to use the Type Certificate (TC) holder's design, which includes the part number, and a replacement part is produced under that agreement, the part number may be identical to that of the TC holder, provided the PMA holder includes the letters, "FAA PMA", and their identification symbol on the part. In all other cases, the PMA holder's part number must be different from that of the TC holder, and distinguishable from the TC holder's part number in the event the

number should become partially obscured. These marking instructions are in addition to the requirements of FAR Part 45, Section 45.15.

d. Shipping Ticket, Invoice, or Other Document. These documents may provide evidence that a part was produced by a manufacturer holding an FAA-approved production inspection system issued under Subpart F of Part 21, or by a manufacturer holding an FAA production certificate issued under Subpart G of Part 21, if applicable. The production approval number (production certificate/approved production inspection system) included should be referenced on the document.

e. Certificate of Airworthiness for Export. The JAA (Joint Aviation Authority) Form One is not the sole document. There are numerous documents which are similar in format being used by countries that have Bilateral Airworthiness Agreements (BAA) with the FAA. The JAA Form One is used by members of the JAA within the European community.

f. Direct Shipping Authority. Domestic and foreign manufacturers (production certificate holders) must authorize their suppliers, in writing, of any direct shipping authority and establish procedures which will ensure that the shipped parts will conform to the type design and are in an airworthy condition. A statement to the supplier from the certificate holder authorizing direct shipment and date of authorization should be included on the shipping ticket, invoice, or other transfer document containing a declaration that the individual part was produced under the terms of a production approval. The shipping document should also identify the production certificate holders number.

g. Maintenance Release Document. Maintenance release documents, sometimes known as the "yellow tag," and work orders describing work accomplished on major repairs (in lieu of FAA Form 337) are issued by FAA-certificated repair stations or manufacturers maintenance facility (MMF). The type of document used (i.e., "yellow tag") by the repair station is not specified in the FARs; however, it must include an appropriate description of maintenance work performed including the recording requirements of FAR 43, Section 43.9, and Appendix B.

h. Standard Part Document. The manufacturer of a standard part must produce a document stating that it conforms to established industry or U.S. specifications and is traceable to the original manufacturer by lot or batch number. NOTE: Manufacturers of standard parts are not all certificated by the FAA and, therefore, may not be subject to FAR requirements.

4. SOURCES:

The seller shall provide documentation to show the status of the parts with regard to FAA certification, manufacturing authority, or function, by selection of one of the following representative designations:

- a. Type Certificate (TC) holder.
- b. Production Certificate (PC) holder.
- c. Supplemental Type Certificate (STC) holder.
- d. Parts Manufacturing Approval (PMA).
- e. TSO holder.
- f. Manufactured to recognized industry standard.
- g. Approved production inspection system.
- h. Repair station (domestic or foreign).
- i. U.S.-certificated air carrier.

- j. Foreign-certificated air carrier.
- k. Foreign manufacturer.
- l. Manufacturer's authorized distributor.
- m. FAA inspector field approval.
- n. None.

5. AIRWORTHINESS DIRECTIVES:

Units shall have all applicable airworthiness directives complied with which are in effect prior to approval for return to service.

6. CURE DATE:

a. Units, whose composition includes natural or synthetic rubber, shall not exceed 18 months age from cure date as of date of quotation.

b. Natural or synthetic rubber components within units shall have been installed in the unit within 18 months from cure date.

7. PRESERVATION, PACKAGING, AND PACKING:

Preservation, packaging, and packing shall be in accordance with the following requirements except when specified by Clause 61 or AC Form 4770-14.

a. Plugs and Receptacles. Plugs and receptacles on each unit shall be plugged or capped with oil and moisture resistant material to protect bosses and threads from damage, and to prevent entrance of air or foreign matter. Opening protectors or caps conforming to the requirements of MIL-C-5501 or a commercial equivalent may be used. All fuel and hydraulic components containing internal shelf life seals shall be flushed with appropriate preservative. All openings shall then be plugged or sealed to prevent entrance of dirt and moisture.

b. Forms and Paperwork.

(1) Packing Lists. - Packing Lists shall be placed in a plastic envelope and secured to the outside of the item container. Envelopes conforming to the requirements of A-A-1658 or a commercial equivalent may be used. Each packing list shall reflect the purchase order, and each line item shall be identified as follows:

- (a) National Stock Number (NSN), when shown on the Purchase Order.
- (b) Nomenclature (noun).
- (c) Manufacturer's Part Number.
- (d) Quantity/Unit of Issue.
- (e) Manufacturer's Name.

(2) Other.

Certification documents, tags and work orders shall be placed in a plastic envelope and attached to the respective unit inside the container.

c. Packaging. Unless otherwise specified, all materials shall be packaged 1 EA in accordance with ASTM-D-3951, "Standard Practices for Commercial Packaging." Common hardware items may be packaged in multiple unit pack quantities.

d. Static Sensitive Devices. All items subject to static discharge shall be individually packaged with static-free materials conforming to MIL-B-81705. SENSITIVE ELECTRONIC DEVICE caution labels shall be affixed in accordance with MIL-STD-129.

8. MARKING:

a. The outside of each individual unit or unit package shall be marked to reflect the following information:

- (1) National Stock Number (NSN), when shown on the purchase order.
- (2) Nomenclature (Noun).
- (3) Manufacturer's Part Number.
- (4) Cure date or Assembly date as applicable; and
- (5) Purchase Order Number.

b. Shipping containers shall be plainly marked with all the information shown in the "Consignee and Destination" block on the purchase order.

c. All marking requirements shall be in accordance with MIL-STD-129, unless otherwise specified.

9. INSPECTION AND ACCEPTANCE:

a. Inspection and acceptance normally will be at destination; however, the Government reserves the right to make in-plant inspections and acceptance.

b. Quality control acceptance inspections shall be performed in accordance with applicable portions of FAA T14100.24 requirements.

10. EXAMINATION OF RECORDS:

The Contractor agrees that any duly authorized Government representative shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, invoices, papers, and records involving transactions related to this contract.

The Contractor further agrees to include in any subcontract performed in connection with this contract, an extension of the Government's rights of access and examination as detailed in the above paragraph.

11. PRICE WARRANTY:

The Contractor represents that the prices applicable to this quotation are as low or lower than those charged to any other commercial user or Government Agency for comparable quantities of the same and/or similar items under the same or similar circumstances.

12. MANDATORY PROVISIONS:

Quoted price shall be based on any procurement document containing all provisions required by statute and the Federal Acquisition Regulations.

13. AWARD:

a. Award always shall be made on "NEW" material as defined in 2.c. above, unless otherwise specified.

b. When solicitations are issued for quotations for either NEW, NEW (SURPLUS) or OTHER, the Government reserves the right to make award on the basis of whichever may be in the best interest of the Government.

14. WARRANTY:

a. The Contractor warrants that at the time of delivery:

(1) All units furnished under a contract resulting from the quotation will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and

(2) The preservation, packaging, packing, and marking of such units will conform with the specifications and all other requirements of this contract; and

(3) Units will be covered by the most favorable commercial warranties the Contractor gives to any customer for such units.

b. In the event units received do not conform to this warranty, the Contractor agrees that the Government shall have the right to:

(1) Reject and return the units to the Contractor for correction or replacement at the Contractor's expense, without prior notice to the Contractor, or

(2) Require an equitable adjustment in the contract price.

c. QUOTES OFFERING A WARRANTY WHICH IS LESS THAN THAT SPECIFIED ABOVE WILL BE CONSIDERED NONRESPONSIVE.

15. COPIES OF FEDERAL SPECIFICATIONS:

All Regulatory references listed herein may be purchased from the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402.